


# EXHIBIT H

## MEMORANDUM

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To: Nizam Alibhai; Dr. Shaffin A. Mohamed

From: John N. Spicer 

Re: Vista Surgical Center – Services Agreement – Proposed Changes from Vista

Date: November 4, 2002

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As you are aware, we reproduced internally the proposed Ambulatory Surgical Center Use and Services Agreement with Vista Surgical Center. After such internal reproduction I modified same and forwarded it to Tres Boyd who provided it to the person(s) at Vista. I have now been provided with a revision to our proposed agreement and the newly proposed revisions are concerning. Those proposed revisions include the following:

- 1) First and foremost the agreement has been changed to add a discretionary termination clause allowing either party the ability to terminate the agreement for any reason upon 30 days notice to the other party.
- 2) Secondly, and as important, the payment schedule has been modified. Under the terms of the initial agreement we agreed to pay a fee of \$1,000.00 per hour for each hour of time the center is actually used. Further, we had the ability to block out certain time and swap around for time not used or scheduled. Under the latest terms proposed by Vista we are required to pay **\$10,000.00 for each Thursday regardless of whether we use the time or not**. Further, there is no ability to schedule surgeries other than on Thursdays.
- 3) Under the terms of our initial agreement Vista would provide our company the billing codes, provider number etc and we would bill for the facility. Under the newly proposed agreement Vista will not provide any such information and shall bill for such facility on its own and charge to our company a percentage fee for such billing service. (The percentage is currently blank).
- 4) Vista wants all physicians who are associated or affiliated with our company to be designated in advance and only those designated shall have privileges at the surgical center.
- 5) Vista is to provide all anesthesiology services and will bill and collect (for itself) such services.

- 6) Vista has modified the supplies and equipment paragraph to state that it will supply "the medical equipment and 'disposable' supplies" listed on an attached exhibit. The exhibit was not attached and as such there s no indication of what they have agreed to supply.
- 7) The insurance requirements are changes to that reflected on an attached exhibit, which exhibit was blank.

The remaining changes in the agreement do not have much significance other than cleaning up the agreement or making other slight changes.